

CHECK SHEET

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1.4 DEFINITIONS AND TERMS

Account – Either a Customer's physical location or individual Service represented by a unique account number within the billing hierarchy. Multiple services each with a unique account number may be part of one physical location.

Application-A request made in writing for telephone service.

Authorized Account User-The person or persons authorized to make changes to a customer account including changes to toll carriers as designated by the account holder. Authorized Account users shall be limited to two persons for any single postal address.

Central Office-A switching unit in a telephone system which provides service to the general public, having the necessary equipment and operating arrangements for the terminating and interconnecting customer lines and trunks or trunks only. There may be more than one central office in a building or exchange.

Connecting Company-A corporation, association, partnership or individual owning or operating one or more exchanges and with which communications services are interchanged.

Connection Charge-See "Service Charge".

Construction Charge-A separate nonrecurring charge made for the construction of facilities in excess of those contemplated under the rates quoted in the Local Exchange Tariffs.

Contiguous Property-The plot of ground, together with any building thereon, occupied by the customer, which is not divided by public highways or separated by property occupied by others.

Contract-The agreement between a customer and the Telephone Company under which service and facilities are furnished in accordance with the applicable provisions of the Local Exchange Tariffs.

Cost-The cost of labor and materials, which includes appropriate amounts to cover the Telephone Company's general operating and administrative expenses.

Customer-The individual, partnership, association or corporation which contract for telephone service and are responsible for the payment of charges and compliance with the general regulations of the Telephone Company.

CPE-Customer Provided Equipment-Devices, apparatus, and/or associated wiring provided by a customer.

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Demarcation Point-That point (referred to as Demarc Point or Network Interface) of interconnection between the Telephone Company's facilities and the wiring at the subscriber's premises. The Demarc Point shall consist of wire or a jack conforming to Subpart F of Part 68 of the Federal Communications Commission's Rules and Regulations. The Demarc Point will generally be within twelve inches of the protector or, absent a protector, within twelve inches of the entry point to the customer's premises. If conforming to the twelve inches is unrealistic or technically impossible, the Demarc Point will be the most practicable minimum point of entry to the customer's premises. The network interface may be located at a point other than the normal demarcation point were the network Interface has been previously established by the presence of network equipment. With regard to premises for any structure that is built to be mobile (e.g., mobile homes, recreational vehicles), the Telephone Company may place the Demarc Point on a post or pole at or near the pad where such structure is intended to rest. Boat docks, marinas and similar premises may be treated by the Telephone Company as a single unit premises, with the Demarc Point being placed on the shore or other location as deemed appropriate by the Telephone Company.

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Grandfathered Service – A service that will be unavailable to customers who don't currently subscribe. Existing customers who currently subscribe will be allowed to retain the service until: non-pay disconnection of telephone service or Customer is notified by the Telephone Company that the service has been discontinued.

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Installation Charge-A nonrecurring charge made at the time of installation of communications service or equipment, which applies in addition to service charges and other applicable charges for service or equipment unless specifically expected.

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Interconnection-The method by which telecommunications facilities of the Telephone Company are arranged to transmit to, or receive information from, customer-provided equipment.

Interstate - Refers to communication between states within the Continental U.S., unless otherwise noted.

Local Calling Scope (LCS)-A combined Area in which interexchange telephone service is furnished at a flat rate between two or more exchange areas. See MCA.

Local Exchange Service-Telephone communications within a local service area in accordance with the provisions of the Telephone Company's Local Exchange Tariffs.

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Local Calling Service Area – The area throughout which communication service is rendered to a customer or users without the application of toll charges.

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Message - A completed customer call.

MCA - Metropolitan Calling Area, an extended local calling area plan that allows free local calling outside of the exchange area as defined by the Missouri PSC. MCA subscribers include all customers of incumbent local exchange carriers and competitive local exchange carriers being served by dedicated NXX codes, identified as MCA NXX codes, pursuant to the Missouri Public Service Commission's Report and Order in Case No. TO-99-483.

New Customer – a customer who has not had service within the last 60 days.

Premises - The buildings, portion or portions of a building on continuous property used and/or occupied alone time by the customer as a residence. Where floor space in adjoining buildings is made continuous alone or more floor levels, all floor space in both buildings is considered as the same premises insofar as the customer who uses and occupies such continuous floor space is concerned, the two buildings otherwise being considered as separate buildings.

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Service Charge -The nonrecurring charge a customer is required to pay for establishing telephone service or subsequent modification of that service.

Slamming - is the unauthorized change of a subscriber's local exchange, intra-LATA or InterLATA telecommunications carrier.

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Supplemental Facilities or Services - Services or facilities other than primary service.

Switch - A unit of dial switching equipment that provides interconnection between station lines or trunks.

Tariff -The schedule of Local Exchange rates and charges, rules and regulations adopted and filed by the Telephone Company and approved by the Missouri Public Service Commission.

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Telephone Company-Charter Fiberlink-Missouri, LLC.

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Terminal Equipment-Equipment at the terminal of a communication circuit.

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Termination Charge-A charge applied under certain conditions when service is terminated by the customer before the expiration of the minimum commitment period.

Underground Service Connection-A customer's "drop" wire that is run underground from a pole line or an underground distributing cable

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1.5.3 Liability (Continued)

The Customer indemnifies and saves the Telephone Company harmless (including costs and reasonable attorneys' fees) against the following:

Acts or omissions of other companies when their facilities are used in connection with the Telephone Company's facilities to provide service.

Any defacement or damage to the Customer's premises resulting from the existence of the Telephone Company's instruments, apparatus and associated wire on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Telephone Company, or its employees.

Any accident, injury, or death occasioned by its equipment or facilities when such is not due to the negligence of the Company.

Claims for libel, slander, or infringement of copyright arising directly or indirectly from the material transmitted or recorded over its facilities, claims or infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus, systems and their associated wiring of the Customer; and against all other claims arising out of any act or omission of the Customer in connection with facilities provided by the Telephone Company.

Liability for failure to provide service.

The Customer indemnifies and saves the Telephone Company harmless against any accident, injury or death caused through the use of apparatus which fail to meet the dielectric requirements as established by the Telephone Company when such apparatus is provided by the Customer. The Telephone Company has the right of refusing to, or ceasing to, render service to a Customer if at any time any of the telephones, appliances, lines or apparatus on the Customer's premises shall be considered unsafe by Telephone Company personnel, or if the use of the service shall be prohibited by or forbidden under any law, ordinance or regulation.

Upon the request of the Customer for trouble visit a charge will be made if trouble is found to be in customer-provided systems.

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The Telephone Company shall not be responsible for the installation, operation, or maintenance of any customer-provided systems. Exchange and message toll telephone services are not represented as adapted to the use of customer-provided systems where such systems are connected to the Telephone Company facilities. The responsibility of the Telephone Company shall be limited to the furnishing of facilities suitable for exchange and message toll services and to the maintenance and operation of such facilities in a manner proper for such services; subject to this responsibility the Telephone Company shall not be responsible for the through transmission of signals generated by the customer-provided systems or for the quality of, or defects in, such transmission or the reception of signals by customer-provided systems.

The Telephone Company shall not be responsible to the Customer or otherwise if changes in the criteria, or in any of the facilities, operations or procedures of the Telephone Company render any customer-provided facilities obsolete or require modification or alteration of such facilities or otherwise affect its use or performance. Where it is reasonably foreseeable to the Telephone Company that such changes may affect customer-provided facilities, the Telephone Company shall provide reasonable notice.

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1.5.4 Directory Errors and Omissions

The Telephone Company's liability for damages due to errors or omissions in directory listings will be limited to a credit of one month's basic service.

In the case of extra listings in the alphabetical section of the directory for which a charge is made, the Telephone Company's liability shall be limited to an amount not to exceed the established rate for such listing during the period which the error or omission continues. The customer indemnifies and holds the Telephone Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of the listing which the customer has requested be omitted from the telephone directory or the disclosing of such a listing to any person.

1.5.5 Transmitting Messages

The Telephone Company does not transmit messages but offers the use of its facilities for communications between patrons. If because of transmission difficulties the operator, in order to accommodate the customer, repeats messages, the operator is deemed to be acting as the agent of the persons involved and no liability shall attach to the Telephone Company because of any errors made by the operator or misunderstandings that may arise between customers because of such errors.

1.5.6 Use of Connecting Telephone Company Lines

When suitable arrangements can be made, lines of other telephone companies may be used in establishing wire connections to points not reached by this Telephone Company's lines. In establishing connections with the lines of other companies, the Telephone Company is not responsible or liable for any action of the Connecting Company. Connection of the Telephone Company's lines to the lines of another telephone company shall be at the sole discretion of the Telephone Company.

1.5.7 Defacement of Premises

The Telephone Company shall exercise due care in connection with all work done on customer's premises. No liability shall attach to the Telephone Company by reason of an defacement or damage to the customer's premises resulting from the existence of the Telephone Company's facilities and associated wiring on such premises, or by the installation or removal thereof, unless such defacement or damage is the direct result of the sole negligence of the Telephone Company. Customer's sole remedy for such damage shall be repair of such damage.

1.5.8 Reserved for Future Use

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**Charter Fiberlink-Missouri, LLC
Local Exchange Tariff**

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1.7 Practices and Procedures

1.7.1 Rights of the Telephone Company in Furnishing Service

1. Ownership and Use of Services

- a. Facilities furnished by the Telephone Company to provide transmission Service on the premises of a Customer are the property of the Telephone Company. This includes the Telephone Company-assigned Telephone Number(s) to Customer. The agents and employees of the Telephone Company shall have the right to enter said premises at any reasonable hours for the purpose of installing, inspecting, maintaining or repairing the equipment, instruments and lines, or upon termination of the Service, for the purpose of removing such equipment, instruments and lines.
- b. If the installation and maintenance of Service are requested at locations which are or may become hazardous or dangerous to the Telephone Company's employees or the public or property, the Telephone Company may refuse to install and maintain such Service, and, if such Service is furnished may require the Customer to install and maintain such Services and may also require the Customer to indemnify and hold the Telephone Company harmless from any claims, loss or damage by reason of the installation and maintenance of such Service.

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2. Service Use by Customer

The Service is furnished only for use by the Customer and by guests on the Customer's premises whom the customer permits to use the Service

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3. Reserved for Future Use

4. Connection of Automatic Dialing-Announcing Devices

- a. The Telephone Company will not knowingly permit connection to or operation over the telephone network of an automated dialing-announcing device used for solicitation purposes where calls initiated by the device cannot be terminated at will by the called party and dial tone restored to the called party promptly upon termination of the call by the called party.
- b. Any prerecorded message issued by an automated dialing-announcing device shall be preceded by an announcement that states the name and address of the calling party, the purpose of the message, and that the message is coming from automated equipment.

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1.7.4 Priority of Service

In case a shortage of facilities exists at any a time, either for temporary or protracted periods, the establishment of network transmission service takes precedence in the furnishing of any service or facility.

1.7.5 Customer Premise Equipment (CPE)

Customer Premises Equipment ("CPE") is all terminal equipment normally used on the Customer's premises and owned by the Customer, or owned by the Telephone Company or some other supplier and leased to the Customer, including the terminal equipment located or held in inventory on the Customer's premises.

The Telephone Company shall allow Customers to secure the provision, repair, and maintenance of CPE from any supplier, provided that such equipment shall be in compliance with applicable registration standards promulgated by the Federal Communications Commission

The Telephone Company will endeavor to answer any questions concerning the installation, repair, and maintenance of CPE by telephone contact, personal contact, or printed material, upon request.

1.7.6 Fees and Taxes Billed to Customer

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When any municipality, other political subdivision or local agency of government, imposes upon the Telephone Company any license, occupation, or other similar charge or tax applicable to service by the Telephone Company to the Customer, or imposes a charge or tax based upon a percentage of gross receipts, net receipts, or revenues from sale of telephone service by the Telephone Company, the charges for local service to Customers within such municipality, other political subdivision or local agency of government, shall be increased by an amount equal to each such Customer's proportionate part of any such charge or taxes, and such amount shall be shown separately on the Customer's bill.

All regulated charges, other than taxes and franchise fees, will be submitted to the Missouri Public Service Commission for prior approval.

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1.7 Practices and Procedures (Cont'd)

1.7.12 Involuntary Suspension or Termination of Service

1. A Customer's service may be suspended for unauthorized use of or nonpayment of, all undisputed, delinquent charges for services furnished the Customer, authorized users, and any charges for which the Customer has agreed to be responsible after a written notice has been furnished to the Customer. The Customer's written notice shall be sent or delivered to the Customer at least ten (10) days prior to the date of the proposed discontinuance. A Customer shall have at least twenty-one (21) days from the rendition of a bill to pay charges stated.

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2. At least twenty-four (24) hours preceding a suspension, the Telephone Company shall make reasonable efforts to contact the Customer to advise him of the proposed discontinuance and what steps must be taken to avoid it.
3. The Telephone Company may place global toll blocking and eliminate any optical, non-basic calling features and functions for Customer nonpayment of delinquent charges for other than basic local telecommunications service.

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1.7 Practices and Procedures (Cont'd)**1.7.12 Involuntary Suspension or Termination of Service (Cont'd)**

4. Reserved for future use.
5. The Telephone Company may refuse to furnish Service to any person, on whose premises is located any telephone equipment owned by the Telephone Company which shows any evidence of tampering, manipulation, or operation, or use of any device whatsoever, for the purpose of obtaining telephone service without payment of the charges applicable to the service rendered.
6. The Telephone Company may disconnect, without advance notice:
 - a. Any Service used in such a manner as to interfere unreasonably with other services or service or another user, constitute abuse, fraud, theft, or tend to injuriously affect the efficiency of the Telephone Company's plant, property or service.
 - b. Any Service or call which is used with intent to terrify, intimidate, threaten, harass, annoy, or offend another telephone user.
 - c. Any Service used to disseminate without authorization confidential, proprietary information of the Telephone Company or information that would enable other persons to gain unauthorized access to the Telephone Company's network or facilities.
7. Where there is probable cause to believe that there is illegal or willful misuse of the Telephone Company's service including but not limited to: subscriber use or allowance of use of abusive, obscene, profane, lewd, lascivious or suggestive language or material otherwise not protected by law, subscriber use with intent to terrify, intimidate, threaten, harass, annoy, or offend another telephone user (including Telephone Company employees), or subscriber use to impersonate or permit others to impersonate any other individual.
8. The Telephone Company may refuse to furnish Service and may also disconnect existing Service for a Customer who demonstrates fraudulent means of obtaining, or attempting, to obtain, or assisting another to obtain, service by any trick, scheme, false representation, false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the charge for such service.
9. The Telephone Company may refuse to furnish or may discontinue Service to any Customer upon objection to the furnishing of such service made by or on behalf of any governmental authority on the grounds that such service is or is to be used for illegal purposes.
10. Subject to Missouri regulations, the Telephone Company may disconnect, on 24 hours notice, any service when the Customer has made payment of past due amounts with insufficient funds via check draft or credit card. Customer may prevent disconnection by making payment of all amounts owed in guaranteed funds prior to the expiration of the 24 hour insufficient funds notice.
11. Service may be refused or terminated for failure of the customer to provide a advance payment to the Telephone Company, if required.

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1.7.13 Payment for Facilities and Services

1. The Customer is held responsible for all charges for Services rendered and furnished to the Customer. (T)
2. All charges for Services are due when rendered and are payable at the office of the Telephone Company, or an authorized collection agency (the Telephone Company will provide a copy of the original/official bill, upon the request of the Customer, in Braille or no less than twenty-four point bold-faced type print or both). Customers shall have twenty-one (21) days from the date of the bill to pay the charges stated before charges are considered delinquent (except when the Customer has had service discontinued for nonpayment in the last twelve (12) months or where the Customer incurs other charges at any time during the billing period which are equal to at least four hundred percent (400%) of the amount of the deposit or guarantee previously required from the Customer). (T)
3. Reserved for future use. (T)
4. Service to Customers having undisputed delinquent accounts may be discontinued after written notice by first class mail is sent or delivered to the Customer at least ten (10) days prior to the proposed disconnection date. Service will be discontinued during normal business hours and will not take place on a day when the offices of the Telephone Company are not available to facilitate reconnection of service, or on a day immediately preceding such day The Telephone Company will postpone a discontinuance of service for a time not in excess of twenty-one (21) days if the telephone is necessary to obtain emergency medical assistance for a person who is a member of the household where the telephone service is provided and where such person is under the care of a physician. Any person who alleges such emergency shall, if requested, provide the Telephone Company with reasonable evidence of such necessity. (T)
5. When the service of a Customer has been denied or suspended in accordance with rules for Service in this Local Exchange Tariff, but the service has not been terminated or the order to remove the service has not been completed, if such service is restored, a restoral of service charge as quoted in this Local Exchange Tariff, will be made. In addition to the restoral of service charge, the Customer will be required to pay, or make satisfactory arrangements to pay all service charges up to the time of restoral of service. (T)
6. Subsequent to the completion of an order to terminate the service it may be reestablished only on the basis of a new application. (T)

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1.8.11 Directory Assistance Services

1. Description

The Telephone Company shall list its customers with the directory assistance operators to provide the requested telephone numbers of all customers, except telephone numbers unlisted at the customer's request.

In the event of an error in the listed numbers of any customer, the Telephone Company shall intercept all calls to the listed number for a reasonable period of time provided existing telephone equipment will permit and the number is not in service. In such event of an error or omission in the name listing such customer's correct name and telephone number shall be filed with directory assistance operators. The correct number will be furnished to the calling party either upon request or interception.

Whenever any customer's telephone number is changed after a directory is published, the utility shall intercept all calls to the former number for a reasonable period of time and give the calling party the new number provided existing telephone equipment will permit and the customer so desires.

Call completion of a requested directory assistance listed number may be provided to a customer as part of this service. A service message will inform the Customer that he may be connected to the number automatically. The use of call completion to complete a long distance call may incur charges at the current Charter long distance rate. Call completion service is furnished over the Telephone Company's network, where facilities are technically and operationally available.

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1.9 Local Exchange Service-Business

1.9.7 Rates and Charges

Various pricing plans, including month to month and term discount pricing, will be available to business customers within the local serving areas of the Telephone Company. Rates that are listed in this section are monthly recurring charges, unless otherwise noted.

Rates may be negotiated and adjusted on Individual Contract Basis (ICB)/Customer Specific Proposals (CSPs) in an exchange in which basic local telecommunications service offered to business customers by the incumbent local exchange company has been declared competitive.

Terms of ICB/CSP provided to business customers will be provided on a proprietary basis to the Commission, upon request.

Services that are terminated by the customer prior to the contract expiration date may be assessed a termination liability of fifty (50%) of the monthly service charges for the remaining months of the contract term plus one hundred percent (100%) of (a) the outstanding balance of any and all one-time charges and (b) any and all previously waived one-time charges.

	<u>Month-To-Month (MTM)</u>	<u>Contract</u>		
		<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>
Business Access Line (MCA 0 – 6)²	\$34.99	\$34.99 ¹	\$34.99 ¹	\$34.99 ¹

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ALL RATES SHOWN ABOVE ARE BILLED ON A PER LINE BASIS

¹ Effective 12/27/12 this rate will no longer be available to new customers.

² Metropolitan Calling Plan is offered at no additional charge for the Business Access Line. The MCA Plans and local calling areas are described herein in Section 1.6 Exchanges To Provide Service. If the Customer's ported-in telephone number is non-MCA, they may subscribe to the Business Access Line service plan with no change in their telephone number and no MCA overlay. If the Customer requests the MCA calling plan, they will be advised that a new telephone number will need to be assigned to allow for designation as an MCA NXX.

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